

हरियाणा HARYANA

9851  
19/07/12

K 528316

**COLLABORATION / DEVELOPMENT AGREEMENT**

THIS COLLABORATION/DEVELOPMENT AGREEMENT is made and entered into at Gurgaon on this the 19<sup>th</sup> day of July, 2012 (Two thousand Twelve)

**BETWEEN**

**M/s Kashish Developers Limited.** having its Registered Office at 87, Old A.G. Colony, Kadru, Ranchi-834002 (Jharkhand) and its Corporate office is situated at Vatika Business Park, 5th Floor, Block-2, Sohna Road, Sector-49, Gurgaon-122001 (Haryana) through its Chairman cum Managing Director Mr. Sunil Choudhary, S/o Sri Veer Bhadra Choudhary, Resident of 87, Old A.G. Colony, Kadru, P.S.- Argora, Distt:- Ranchi-834002, Jharkhand, duly authorized by Board of Directors of the Company hereinafter referred to as the Developer/Builder/ First Party (which term and expression shall include and mean its assigns, legal representatives, Successors, administrators etc.) of the FIRST PART.

**AND**

1. **M/s Vinman Constructions (P) Ltd.** a Company incorporated under the Company Act, 1956 and having its registered office 4, Battery Lane, Rishi Apartment, Rajpur Road, Civil Lines, Delhi-110054 through its Director Mr. Vinod Mittal S/o Late D.D. Mittal Resident of 4, Battery Lane, Rishi Apartment, Rajpur Road, Civil Lines, Delhi-110054, duly authorized by the board of directors of the company.



2. **M/s Elite Villas (P) Ltd.** a company incorporated under the Company Act, 1956 and having its Registered office at Flat No. 4, RR Apartment, 3-4, Mangalpuri, Mehrauli, New Delhi-110003 and its Corporate Office at MDLR House, S.C.O. 2,3,4, Old Judicial Complex, Jharsa Road, Gurgaon-122001, through its Director Shree Navneet Kumar duly authorized by Board of Directors of the Company.

Hereinafter jointly called as the landowners /Second Parties (which term and expression shall include and mean its assigns, legal representatives, Successors, administrators etc.) of the SECOND PART.

**WHEREAS** the Second parties are the joint owner of land measuring an area of 14.84 Acres out of which 8.875 acres situated at Village:- Chauma, Tehsil & Distt. Gurgaon, Haryana is owned by M/s Vinman Constructions Pvt. Ltd. and M/s. Elite Villas (P) Ltd. is the owner of land measuring an area of 5.97 acres (more or less) situated at Village:- Chauma, Tehsil & Distt. Gorgaon, Haryana more fully detailed in schedule A hereunder. The total extent of land is 14.84 acres (more or less)

AND WHEREAS the Second parties have purchased the above land by 7 nos. of separate sale deeds from its erstwhile owners. The sale deeds stands in the name of Second Parties. Details of land particularly described in Schedule 'A'

AND WHEREAS the Second Party had applied for grant of License under Section 3 of the Haryana Development and Regulation of Urban Areas Act-1975 (hereinafter referred as the said Act) on 01/06/2011 with respect to development of Residential Group Housing Colony over the Land mentioned in Schedule A hereunder. And whereas the competent authority after considering the proposal issued Letter Of Intent (LOI) vide memo no. LC-2588/JE(VA)-2011/0020 dated 22/07/2011 in favour of the Second Parties.

AND WHEREAS the Second Party have performed their part in terms of the letter dated 22/07/2011 and after having satisfied, the competent authority under the said act issued a License in FORM LC-V (Rule-12 of the said Act) being License no. 110 of 2011.

AND WHEREAS the Second Parties complying the terms of License and finally the competent authority under the said act approve the Building Plans vide Memo No. ZP-775/JD(BS)2012/10632 dated 19/06/2012.

AND WHEREAS the Second Parties have decided to appoint and nominate the First Party as their developer for constructing the Group

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Housing Residential Complex over the scheduled land and they applied for the change of their developer. Vide letter no. LC-2588-JE(VA)-2012/2385-86 dated 12/07/2012, the competent authority accorded permission and allow the First Party as a developer of the scheduled land.

AND WHEREAS the Second Parties hereby declares that the said land is free from all encumbrances, court cases, pre agreement to sell and the Second Parties is fully competent to enter into their agreement.

And whereas the landowners are in exclusive possession with absolute right, title, interest and the same is free from all encumbrances, debts, liens, charges or attachment and in marketable condition and they have in themselves good right, full power and absolute authority having perfect title to transfer the whole or part of Schedule 'A' property.

And whereas the Second Parties being the license holder as well as landowners are interested to construct and develop a Group Housing Scheme which will consists Multistoried residential Complex/Duplex/Flats/Villas along with all modern facilities and amenities developed and constructed over Schedule 'A' land and to acquire a part of built up area in the same as absolute owner as consideration in exchange for full and final value of the Schedule 'A' property.

And whereas the aforesaid DEVELOPER/Builder/First Part runs its construction business under the name and style of Kashish Developers Limited.

And whereas the Second Parties/Landowners are interested for development of Area of Schedule 'A' land, have negotiated with the DEVELOPER for development of land by way of constructing multistory building/Duplexes as per the provision & bye laws of H.U.D.A./ or the Competent Authority.

And whereas on satisfaction of land owner's right and title, the DEVELOPER/BUILDER has agreed to develop Schedule 'A' land as per the approved Building Plan, according to modern taste and Architecture.

And whereas the DEVELOPER has proposed to give/hand over **40% (Forty percent)** share in residential area, out of the total FSI/FAR ( Floor area ratio) achieved against the schedule "A" land along with **40% (Forty percent)** area of parking space along with all modern facilities and amenities in the proposed residential complex. The Landowner's share shall be allotted on the prorata basis. The same will be the criteria for



allocation of parking space also. The developer has paid **Rs. 25,00,00,000/- (Rupees Twenty five crore only)** as Refundable advance to the Second Parties.

And whereas the DEVELOPER shall have such right to deal with the remaining **60% (Sixty percent)** percent of the built up area in residential area and **60% (Sixty percent)** of parking space along with proportionate share of Schedule 'A' land and appropriate the entire sale proceeds against its cost and profit for constructing a multistoried building complex for which the landowners shall be bound to sign all conveyance in favour of the nominee or nominees of the DEVELOPER/FIRST PARTY either personally or through his power of attorney holder and the DEVELOPER/FIRST PARTY shall sign as confirming party to such conveyance.

And whereas the landowners considering the offer and estimate as fair, reasonable and according to prevailing market position have agreed to make delivery of possession of Schedule 'A' land for its development by way of constructing residential multistoried building complex as per the sanction map by the Competent Authority.

And whereas for making Development of Schedule 'A' land, the landowners and the Developer have mutually agreed to enter into this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;-

**ARTICLE I:**

1. "LANDOWNERS" mean the said **M/s Vinman Construction (P) Ltd.** (and **M/s Elite Villas (P) Ltd.** along with their power of attorney holder and legal representative and successor-in-office.
2. DEVELOPER shall mean the said **M/s Kashish Developers Limited** and its successor-in-office.
3. LAND PROPERTY shall mean all that piece and parcel of land more particularly described in Schedule 'A'.
4. BUILDING shall mean the building to be constructed on landed property in accordance with the plan sanctioned by the Competent Authority with the specification mentioned in schedule C hereunder.
5. FLAT/VILLA - shall mean a covered space consisting of bed rooms, living room, bath room, kitchen, Balcony / Verandah etc.,

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more particularly described in appended Schedule with common built up area.

6. PARKING SPACE - shall mean any place in covered or open area reserved for parking of vehicle, more particularly described in appended Schedule.
7. APARTMENT BUYERS AGREEMENT/SALE AGREEMENT - means the Apartment/Villa Buyer's Agreement to be executed by the prospective purchaser of the Flat/Villas and the Developer/First Party on the standard format to be decided by the Developer/First Party.
8. COMMON FACILITIES - Common facilities and amenities shall include corridors, hall ways, stair ways, passage ways, Guard room, drive ways, common lavatories, pump room, tube-wells, over head tanks, water pumps and motor and other facilities which may be mutually agreed upon between the parties and required for establishment, location, enjoyments, provisions, maintenance and / or management of the building including the roof and terrace of the building, more particularly described in Schedule.
9. COMMON EXPENSES shall mean and include a proportionate share of the cost charges and expenses for working, maintenance, upkeep, repairs, proportionate share of Municipal and property tax and other taxes and levies and related to or connected with the said building and land property.
10. SALEABLE SPACE shall mean and include the space in building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
11. LAND OWNER'S ALLOCATION shall be the constructed area i.e. **40% (Forty percent)** of the built up area, in residential area out of the total FSI/FAR ( Floor area ratio) achieved against the schedule "A" land along with **40% (Forty percent)** of parking space along with all modern facilities and amenities in the proposed of residential complex. The Landowner's share shall be allotted on the prorata basis. The same will be the criteria for allocation of parking space also.
12. DEVELOPER'S ALLOCATION shall mean the total constructed area i.e. **60% (Sixty percent)** of the built up area in residential area

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and **60% (Sixty percent)** of parking space along with proportionate share of Schedule 'A' land.

13. TRANSFER with its grammatical variations shall include transfer by voluntary handing over of possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried building to purchaser thereof, although the same may not be within the definition of the term as given in the Transfer of Property Act or other enactment's.
14. TRANSFEREE shall include any natural or Juristic Person like Company, Association, or persons competent to enter into contract and to whom any space in the building has been transferred.
15. BUILT UP AREA shall mean and include the carpet area of the Flats/Villas, Wall Area, Verandah/Balcony/Cupboard area, the proportionate area of stair case, guardroom, generator room, shaft well for the lift and drive-way, if any.
16. FORCE MAJEURE - means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Application, which shall include but not limited to:
- (a) acts of God i.e. Fire, drought, flood, earthquake, epidemics, natural disasters;
  - (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
  - (c) strikes or lock outs, industrial dispute;
  - (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
  - (e) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
  - (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from



complying with any or all the terms and conditions as agreed in this Agreement; or

(g) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Group Housing Complex/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or for any reason whatsoever;

(h) any event or circumstances analogous to the foregoing.

17. Words importing singular shall include plural and vice versa.

18. Words importing masculine gender shall include feminine and neuter genders, like wise words importing feminine gender shall include masculine and neuter genders and similarly words importing neuter gender shall include masculine and feminine gender.

## **ARTICLE II - COMMENCEMENT**

This agreement shall be deemed to have commenced with effect from the date of execution of this agreement by the parties.

## **ARTICLE III - CONTINUATION**

This agreement shall be in force for a period of **36 months (Thirty six)** months with an additional grace period of **6 months**, starting from date of execution of this Agreement, provided that stipulated period of **36 months** include completion of structures in all manner including all facilities, amenities, handing over landowner's share in finished condition along with completion of relevant documents with regard to landowner's share, Schedule 'B' property and other, as required to complete deal. However the period of completion may be increase if any delay is caused due to FORCE MAJEURE events.

## **ARTICLE IV - GRACE PERIOD**

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Fixed period of **36** months can be extended for further **6 months (six)** months on mutual consent and if circumstances so require. If the Developer is prevented due to unavoidable circumstances in completion of the building within the thirty-six month, the days losses shall be added in the compilation period.

#### **ARTICLE V - NAME OF THE GROUP HOUSING PROJECT**

Name of the group housing project proposed to be constructed on the schedule "A" land shall be "**MANOR ONE**". The proposed group housing project shall consist of basements, ground floor, upper floors of multistoried building /villas as per the sanction of Building Plan by the H.U.D.A./ Competent Authority.

#### **ARTICLE VI - THE SCHEME**

The scheme as formulated by the Developer/First Party and agreed by the landowners/Second Parties, provides as follows:-

1. The DEVELOPER/FIRST PARTY has been authorised by the Second Parties to invite and select purchaser(s) agreeing to acquire on an ownership basis flat(s)/Villa(s) in the said Group Housing residential Complex. The DEVELOPER/FIRST PARTY would construct flats/villas along with other common parts, common amenities and common facilities appertaining to the same.
2. The Apartment Buyers Agreement/Sale Agreement will be prepared, finalized and approved by the DEVELOPER/FIRST PARTY where in the landowners/Second Parties shall join as a confirming party, if required. It shall be obligatory for the landowners/Second Parties to enter into such agreement with intending purchaser/s of Flat(s)/Villa(s) whosoever will be the nominee of the DEVELOPER/FIRST PARTY.
3. The Second Parties shall hand over the sanction plan to the Developer/First Party on execution of this Agreement.
4. After delivery of the possession of the flat(s)/Villa(s) in the aforesaid project by the DEVELOPER/FIRST PARTY to the landowners, the latter shall enjoy all the rights and privileges and will be subject to the same liabilities/duties as other flat(s)/Villa(s)

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owners or the prospective purchaser/s as provided in the Apartment Buyers Agreement/Sale Agreement or otherwise applicable in accordance with laws/rules.

5. Upon handing over of possession of the flat(s)/Villa(s) to the landowners (as per their agreed share), they agree to pay cost of proportionate share of common expenses, all taxes, outgoing and other charges, hereunder written to the DEVELOPER till the DEVELOPER hands over possession and management of the common parts to flat owners / Villa(s) owner or association to be formed for the purpose.

#### **ARTICLE VII - BUILDER'S RIGHT**

1. The Second Parties/landowners hereby grant subject to what has been hereinafter provided, the exclusive right to the DEVELOPER to build, construct, erect and complete the said building/project and to commercially exploit the same by entering into agreement for sale and/or transfer and/or construction in accordance with the plan sanctioned by HUDA/Competent Authority with or without amendment and/or modification made or caused by the DEVELOPER.
2. The DEVELOPER shall be at liberty to sell in any rate of their allotted portion i.e. **60% (Sixty percent)** in residential area and **60% (Sixty percent)** of parking space along with proportionate share of Schedule 'A' land.
3. The Developer shall be entitled to advertise in its own name about the said development of the landed property and proposed sale of Flats/Villa(s) in the said project be constructed and to put up Advertisement board on the LAND PROPERTY, remove the debris and rubbish and dispose of the same on its own account.
4. The Developer shall be entitled to enter into any agreement/s with any building contractor, architecture and appoint agent or to assign the benefit of this contract for purpose of development of landed property in its own names, costs, risk and expenses.

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5. The Developer shall be entitled to allot flats/Villas or rights in the said project and structures to be constructed to any person/s so far as they relate to Developer's allocation and to enter into any package deal or in relation thereto. The Developer is empowered and duly authorised by the Second Parties to book the flats/villas and to collect all consideration amount and payable charges against the sale of flats/villas and other tenements of the said project from the prospective purchaser/s.
6. In furtherance of the intention of this agreement the Second Parties/Landowners do here by entrust and empower the Developer to do all or any of the following acts, deeds, matters and things relation to any matter or cause arising after the execution of this agreement/s keeping the Landowners indemnified from all losses and damages in execution of the works.
- a. To have a plan of the proposed buildings/flats/villas to be constructed on the landed property and may amend in accordance with rules and regulation of the concerned authorities and to submit the said amended plans(if any) to the concerned authorities with application for the approval and sanction.

And sign all writings and undertakings as may be necessary in connection with the approval and sanction of such plans in the names of the Landowners/Developer.

- b. To appoint Architects, Surveyors, Engineers and Contractors and other person or persons.
- c. To make application to the appropriate authorities for Electrical/Water connections and permit or quotas for Cements, Steel and other controlled Building Materials.
- d. To accept service of any writ, summons or other Legal process or notice/s and to appear and represent the Landowners/Second Parties in any Court or before any Magistrate, Judicial Tribunal and other Tribunals such as HUDA etc. in connection with the development of said property and to commence or file Suits, Actions or other proceedings in any Court or before any Public Officer or Tribunal relating to the development of the property on part or parts of the property and for any of the purposes aforesaid to sign, execute or deliver or file necessary Vakaltnama, Claims, Complaints, Orders, Applications, Papers and Writing in case of any legal proceeding in any court of law on behalf of the Second Parties.

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- e. To enter into Agreement for sale or otherwise allot flats/villas and tenements in the said project to purchaser/s except the landowner's share describe in schedule "B" and be entitled to accept the considerations thereof.
- f. To mortgage the scheduled property or any portion thereof except the portion allotted to the landowners as describe in schedule "B" with bank/ and or financial institution to obtain loan / working capital / short term loan to finance their aforesaid project and also to obtain loan for the purchaser/s of flats/villas etc.

### **ARTICLE VIII LICENCE TO DEVELOP**

The Second Parties/Landowners hereby entrust hand over and give license to DEVELOPER to enter into the landed PROPERTY, develop the same and construct a multistoried buildings/villas consisting of ownership apartment/villas etc. thereon containing dwelling units and /or ownership flats/villas with the best material and in accordance with the plans and specification mentioned hereinafter.

### **ARTICLE IX - MISCELLANEOUS**


1. That the developer shall be responsible for compliance of the terms & conditions of license/provisions of Act of 1975 and Rules, 1976 till the grant of final completion certificate to the colony or relived off the responsibilities by DGTCP, Haryana, whichever is earlier.
2. That it has been agreed between the parties that this Coloration/Development agreement shall be irrevocable and no modification/alteration etc in the terms & conditions of the agreement can be undertaken, except after obtaining prior approval of DGTCP, Haryana.
3. The Second Parties/landowners and the DEVELOPER have entered into this agreement purely on contractual basis and nothing contained herein, shall be deemed to construe as partnership between the DEVELOPER & the Landowners as a joint venture between the parties hereto in any manner or shall the parties hereto constitute as an association of persons.

For Kashish Developers Limited

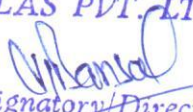
  
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4. It is understood that from time to time to facilitate the construction of the said project by the DEVELOPER and transfer of flats/villas, various deeds, matters and things not herein specified may be required to be done by the DEVELOPER and for which the DEVELOPER may need the authority of the Second Parties/landowners and various applications and other documents may be required to be signed or made by the landowners relating to which specific provisions may not have been mentioned herein. The Second Parties/landowners hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the landowners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such deeds, matters and things do not in any way infringe the rights of the Parties and/or go against the spirit of this agreement. The Second Parties/Landowners are also simultaneously authorize the DEVELOPER or its nominee so that there may not be any delay or difficulty because of any other incapacitating cause on the part of Landowners or any of their successor in office, representative etc. The Second Parties / Landowners shall execute a Power of Attorney in favour of the nominee of the Developer to represent the Second Parties in all relevant acts, deeds, matters and things.
5. Any notice required to be given by the DEVELOPER shall without prejudice to any other mode of service available deemed to have been served on the Landowners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served on the DEVELOPER if delivered by hand or sent by pre-paid registered post to the Registered Office of the DEVELOPER.
6. Nothing in these present shall be construed as a demise or assignment or conveyance in law by the Second Parties/Landowners of the Landed property or any part thereof to the DEVELOPER however the Developer is being empowered to commercially exploit the same in terms thereof provided, however the DEVELOPER shall be entitled to borrow money from any bank or banks or other financial institutions without creating any financial liability of the Landowners or affecting their estate and interest in the LANDED PROPERTY and it being expressly



agreed and understood that in no event the Landowners shall be responsible and/or made liable for payment of any dues of such bank or banks, or institutions and for that purpose the Developer shall keep the Landowners indemnified against all actions, suits, proceedings and costs, charges and expenses if arises due to construction or development work. It has been agreed between the parties that due to fault of the Second Parties any loss/damages cause to the First Party the same shall be compensated by the Second Parties.

7. As and from the date of completion of the project, the DEVELOPER and/or its transferees and the Landowners and/or their transferees shall be liable to pay and bear proportionate charges on account of all taxes and other impositions payable in respect of the flats/villas.
8. There is no existing agreement regarding the development or sale of the said land and that all other arrangements, if any, prior to this agreement have been cancelled and are being suspended by this agreement. The Landowners assure and guarantees that the Land Property is free from any encumbrance, attachment, charge, claim or demand whatsoever by or from anyone whosoever and the Second Parties have absolute authority, perfect right and Indefeasible title to enter into this Development Agreement with the Developer and that the Landowners shall not only compensate all and whatsoever loss or damage that may be suffered by the Developer because of any defect and/or deficiency on Landowner's title and/or possession of the Land Property but shall also be penally liable for causing wrongful loss to the Developer and wrongful gain to herself by misrepresentation.
9. That it is clearly agreed between the parties that in the sale deed/s executed by the Landowners in favour of the DEVELOPER or to its nominee/nominees, all the consideration amount for the flat/flats/villa/villas shall be actually paid to DEVELOPER.
10. That it is clearly agreed between the parties that the Developer shall pay charges for EDC (External development charges) and IDC (Infrastructure development charges) but the cost and expenditure payable against EDC and IDC shall be borne by the respective parties as per their share in the said project i.e. 60% (Sixty percent) charges will payable by the First Party and 40% (Forty percent) charges will be payable by the Second Parties.

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11. It shall be obligatory on the part of the Landowners to become member of the FLAT/VILLAS Owner's Association or Society formed by the members staying in the said Group Housing Residential Complex and the association of the flat owner/villa owner will repair and maintain the property and shall also pay all the charges and various Government duties, levies, taxes or any other outgoing relating to the said flats/villas and other tenements, shall be payable by all the flats/villas owner/s. The flat/villa OWNER'S Association shall be the apex body relating to interest of all the flats/villas owners and shall work for the peaceful living of the member. The Second Parties/Landowners will be liable to pay their respective charges against maintenance of building/flats/villas against their share.
12. The Landowners/Second Parties shall from the date of taking possession, maintain the said flats/villas at their own cost and shall keep the same in a good and tenantable condition and shall not do or cause to do any thing in or to the said buildings/flats/villas or part thereof which may be against the by-laws of local authority or any of the statutory bodies which may cause hardship to other co-occupants. The Second Parties shall not alter or make additions in or about the said buildings/flats/villas or part thereof.
13. The building shall be completed within **36 months** from the date of execution of this Agreement subject to the Grace Clause above, However, delays in account of slow payments from the intending purchasers may delay the completion period of the building in such events the Landowners shall have no right to claim from the DEVELOPER in this account any damage which may caused due to delay in the handing over possession of the Landowner's Share. However, the landowners may claim loss of rent against the Landowner's share.
14. The Developer may take electric connection in its own name.

#### **ARTICLE X - LEGAL PROCEDURES**

1. It is hereby expressly agreed by and between the parties hereto that during the execution of work (i.e. erection of the building), it will be the responsibility of the Landowners and the DEVELOPER



jointly to defend all actions and proceedings in respect of the title of the aforesaid land property, if circumstances require for same.

2. The Landowners authorize by this Agreement in favour of the said DEVELOPER or its nominee, through which, the said DEVELOPER is authorized to develop land according to feasibility, fix up purchasers and in general, carry all the necessary activities required for the purpose of construction and disposal of flats/villas as per sanctioned plan to the advantage and convenience of the associated parties.
3. The Landowners is herewith handing over copy of all the relevant documents regarding title, possession, municipal taxes and other legal papers concerning the land-properties referred above. The Landowners / First Party further assure and confirm to provide to the DEVELOPER any other document required in connection with the said land-property within a reasonable time at her expenses.
4. Courts of **Gurgaon** will alone have the jurisdiction in all legal matters arising out of or concerning this transaction.
5. This agreement is irrevocable and both parties shall have to abide by all the terms and conditions mentioned herein.
6. This AGREEMENT is prepared in two copies, out of which the Developer will retain Original and the Second Parties will keep the Duplicate copy.

For Kashish Developers Limited

  
C.M.D.

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Director/Auth Signatory

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Auth. Signatory/Director



**SCHEDULE - A**

**Land belongs to Second Party No. 1 (Vinman Construction (P) Ltd.)**

<u>Sl. No.</u>	<u>Deed No.</u>	<u>Date</u>	<u>Area</u>	
			<u>Kanal</u>	<u>Marla</u>
1.	4681	24.05.11	36	9
2.	4409	20.05.11	15	15
3.	3831	13.05.11	18	16
Total:-			<b>69</b>	<b>40</b>

**Land belongs to Second Party No. 2 (Elite Villas (P) Ltd.)**

<u>Sl. No.</u>	<u>Deed No.</u>	<u>Date</u>	<u>Area</u>	
			<u>Kanal</u>	<u>Marla</u>
1.	4550	23.05.11	3	15
2.	4528	23.05.11	8	0
3.	4533	23.05.11	16	6
4.	4742	24.05.11	19	14
Total :-			<b>46</b>	<b>35</b>

**SCHEDULE "B"**

Out of total built up area calculated on the basis of the available FSI/FAR against the schedule "A" Land, the landowners shall be entitled to get an area of **40% (Forty percent)** in residential area out of the total FAR ( Floor area ratio) along with **40% (Forty percent)** of parking space along with all modern facilities and amenities in the proposed residential complex. The Landowner's share shall be allotted on the prorata basis. The same will be the criteria for allocation of parking space also. The developer has paid **Rs. 25,00,00,000/- (Rupees Twenty Fifty crore only)** as Refundable advance to the landowners/Second Parties.

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**THE SCHEDULE ' C ' ABOVE REFERRED TO (SPECIFICATION)**

The specifications of the building /flats shall be as follows:-

**STRUCTURE**

Seismic Soundness : Earthquake resistant RCC frame structure  
External finish : Wall putty weather shield paint.

**DINING & PASSAGE**

Floor : Vitrified Tiles.  
Walls & Ceiling : plastered surface, POP and painted with pleasing shades of plastic emulsion paints

**DRAWING ROOM**

Floor : Vitrified Tiles.  
Walls & Ceiling : Plastered surface and POP and painted with pleasing shades of OBD paints

**MASTER BEDROOM**

Floor : Laminated wooden flooring  
Walls & Ceiling : Plastered surface, POP and painted with pleasing shades of OBD paints  
Toilet : Branded single lever CP fittings, premium sanitary wares and ceramic tiles dado.

**OTHER BEDROOMS**

Floor : Laminated wooden flooring  
Walls & Ceiling : Plastered surface, POP and painted with pleasing shades of OBD paints  
Toilet : Branded single lever CP fittings, premium sanitary wares and ceramic tiles dado

**SERVANT ROOM**

Floor : Ceramic Tiles  
Walls & Ceiling : Plastered surface, POP and painted with pleasing shades of plastic OBD paints  
Toilet : Branded single lever CP fittings, premium sanitary wares and ceramic tiles dado

**KITCHEN**

Floor : Anti Skid tiles  
Walls & Ceiling : Designer ceramic tiles above the centre level, rest plastered surface and painted with pleasing shades of ODB plastic/emulsion paint. Ceiling painted with OBD paint  
Others : Granite counter top with modular kitchen

**BALCONIES**

Floor : Anti skid ceramic tiles  
Ceiling : As per exterior

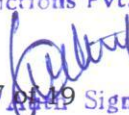
**DOORS & WINDOWS**

Interiors : Designer Flush/Modular wooden doors with painted finish & SS finish accessories on wooden frames inside the apartments

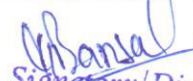
For Kashish Developers Limited

  
C.M.D.

For Vinman Constructions Pvt. Ltd.

  
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Director/Author Signatory

ELITE VILLAS PVT. LTD.

  
Auth. Signatory/Director



External Doors & Windows : UPVC/ aluminum with insulated glass on the external side for energy saving and noise reduction.

#### **LIFT LOBBY/CORRIDORS**

Corridors : Granite flooring  
Lights : Decorative lights  
Wire : Copper concealed wiring  
Electric Switches : Modular switches  
Telephone : Fiber optic cables and data/cat 6 Telephone cable pre-wired in all rooms

#### **SECURITY**

State -of-the-art Gadgets : 24 x 7 security with hi-end equipments, CCTV surveillance in the entire complex connected to security control room/management office

Entry & Exit Gates : Boom barriers to block vehicular access through a controlled point

#### **TECHNOLOGY**

Energy Conservation : Energy efficient products, high-end lighting & protection system and copper/ stainless steel plumbing inside the toilet

Water Management : Rainwater harvesting system, sewage treatment plant, water softener and automatic pressurized water supply.

#### **FIRE PROTECTION**

Fire Safety : Fire fighting system as per National Building Code

#### **FACILITIES**

Club : Swimming pool, well equipped gymnasium, sauna, steam, jacuzi, kids play area, indoor & outdoor games, meditation room, multi-purpose hall, amphitheater & cafeteria

Lifts : Latest high-speed lifts with stainless steel finish or equivalent with intercom & camera connected to the security room.

Others : 100% power back-up, Wi-fi enabled complex, ample parking space, beautifully landscaped, common car wash area and DTH provision for Satellite TV

For Kashish Developers Limited

  
**C.M.D.**

For Vinman Constructions Pvt. Ltd.

  
Director/ Auth Signatory

ELITE VILLAS PVT. LTD.

  
Auth. Signatory/Director



**WITNESS WHEREOF** all the parties have signed this Collaboration/  
Development Agreement at Gurgaon on this ...<sup>9<sup>th</sup></sup>... day of July, 2012  
in the presence of the following witnesses:

Drafted at Sl. No. 2333  
C. L. ARORA  
Advocate  
Distt. Courts, GURGAON

WITNESS:

1.


  
C. L. ARORA  
Advocate  
Distt. Courts, GURGAON

**For Kashish Developers Limited**


  
C.M.D.

(Sunil Choudhary)  
Kashish Developers Limited.  
(FIRST PARTY / Developer)

2.

  
S. C. Arora  
Advocate  
District Courts, Gurgaon

**For Vinman Constructions Pvt. Ltd.**

  
Director/Auth Signatory  
(Vinod Mittal)

Vinman Constructions (P) Ltd.  
(SECOND PARTY/ Landowner No.1)

**ELITE VILLAS PVT. LTD.**

  
Auth. Signatory/Director

(NAVNEET KUMAR)  
Elite Villas (P) Ltd.  
(SECOND PARTY/ Landowner No.2)